SUMMARY OF CERTAIN CONTRACT PROVISIONS

The meaning of capitalized terms used but not otherwise defined are set forth in Schedule 1 (Technical Definitions).

1. UNHCR General Conditions for the Provision of Goods and Services

The Contract will incorporate the terms and conditions of the UNHCR General Conditions of Contract for the Provision of Goods and Services, a copy of which is attached as an Annex to this RFP.

2. Schedules

The Contract will incorporate the terms and conditions set out in the schedules referred to in the Terms of Reference, modified as appropriate for a final contract.

3. Contract Documents; Order of Priority

The Contract will include (without limitation) the following documents and in the following order of priority: (a) the main contract document; (b) the UNHCR General Conditions; (c) operational schedules describing the services; (d) any statement of works issued under the Contract; and (e) the UNHCR tender documents.

4. Performance of Services

The contractor will perform the services in accordance with the requirements of the Contract, applicable laws, best industry practice (i.e. the highest degree of skill, care, prudence, supervision, diligence, foresight, quality control, timeliness and quality management, as well as best generally accepted industry processes, techniques and materials.

The contractor will adhere to UNHCR's policies, ITIL practices and the contractor's own best practices which do not conflict with the other requirements of the Contract.

The contractor will implement and maintain a continuous improvement and optimization process to ensure that UNHCR receives, at all times, high quality services and value for money.

The contractor will perform its obligations in accordance with the time plan, milestones or other schedule or statement of work applicable thereto or, in the absence of an applicable schedule, within a reasonable time.

The contractor will provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation and other facilities required for the provision of the services and the performance of its obligations under the Contract.

5. Service Level Requirements

The contractor will comply with the Service Level Requirements and such other measures of performance as are specified in the Contract or additionally agreed in writing by the parties. In case of any Service Failure, the remedies described in the schedule on Service Level Requirements will be available to UNHCR, including the contractor's liability for Service Credits.

UNHCR's rights with respect to service level obligations are without prejudice to UNHCR's other rights and remedies under the Contract.

6. Review of Performance

UNHCR will have the right to review all services and deliverables provided by the contractor, at all reasonable places and times. UNHCR will perform such review in a manner that will not unduly hinder the performance by the contractor of its obligations under the Contract. The contractor will cooperate with all such reviews of performance by UNHCR, at no cost or expense to UNHCR.

With respect to deliverables (including any custom software or documentary deliverables), the following acceptance procedures will apply:

(a) Upon receipt, UNHCR will review a deliverable to ascertain whether or not it complies with the applicable specifications and requirements.

(b) If UNHCR accepts a deliverable, UNHCR will issue a written acceptance certificate. UNHCR will also be entitled to issue partial acceptance certificates in which certain deliverables (or part of a deliverable) are identified as accepted and certain deliverables (or part of a deliverable) are identified as rejected.

(c) If UNHCR rejects a deliverable, UNHCR will notify the contractor in writing together with a description of the deficiencies of the deliverable. The contractor will promptly and at no cost to UNHCR, remedy the deliverable and provide the deliverable to UNHCR for review.

(d) UNHCR will be entitled to issue a final rejection of a deliverable if, after the third time a deliverable is provided to UNHCR, the deliverable still fails to comply with the applicable requirements and specifications. In the case of a final rejection of a deliverable, UNHCR will be relieved of its obligation to pay the fees associated with such deliverable and the contractor will reimburse UNHCR for any fees already been paid. Further, UNHCR will have the right to engage, at the cost and expense of the contractor, a substitute service provider pursuant to UNHCR's step-in rights.

With respect to services provided by the contractor which do not conform to the requirements under the Contract, the following shall apply:

(a) If UNHCR determines that the improper performance of the services can be remedied by way of re-performance or other corrective measures by the contractor, UNHCR may request the contractor to take, and the contractor will take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed services.

(b) If the contractor does not promptly take corrective measures or if UNHCR reasonably determines that the contractor is unable to remedy the improper performance in a timely manner, UNHCR will have the right to engage, at the cost and expense of the contractor, a substitute service provider pursuant to UNHCR's step-in rights.

With respect to the contractor's obligations under the Contract other than the provision of services and/or deliverables, it UNHCR determines that the improper performance can be remedied, then UNHCR may request the contractor to take, and the contractor will take, at no cost or expense to UNHCR, the measures necessary to remedy the non-performance or faulty performance of such obligations.

The above-described procedures are without prejudice to UNHCR's other rights and remedies under the Contract.

7. Step-In Rights

UNHCR will have the right to engage a substitute service provider in the situations specifically provided for in the Contract or in the event of a default or non-performance by the contractor which results in a material hindrance, degradation, delay or other material adverse effect upon any of the services and which continues in excess of five days after instruction by UNHCR for the contractor to remedy such matter.

During the step-in period, UNHCR will not be charged for the provision of the affected services and the contractor will provide assistance to the step-in service provider at no additional costs. The contractor will bear and/or indemnify UNHCR for all costs relating to the engagement of a step-in service provider. The contractor will cooperate with UNHCR and such alternative service providers, including transferring information, documents, know-how and granting intellectual property right to the extent necessary for the performance of the corrective measures.

If a step-in period last for more than 30 consecutive days or if the aggregate number of days of step-in period over a two-month period exceeds 30 days, UNHCR will have the right to terminate for cause all or a relevant part of the Contract.

UNHCR's step-in rights are without prejudice to UNHCR's other rights and remedies under the Contract.

8. Rectification Plan

In the event of (i) a delay or failure in performance of a contractual milestone or a fixed date of performance, including with respect to the provision of services or deliverables, (ii) one or more Service Failure or (iii) any other material default or non-performance by the contractor that is capable of remedy (in each case, a "Rectification Plan Event"), then the contractor will provide UNHCR notice thereof no later the two business days of becoming aware of such event and will promptly comply with the following Rectification Plan Process (including where the contractor disputes its responsibility for the Rectification Plan Event):

(a) Upon request of UNHCR, the contractor will submit a draft Rectification Plan to UNHCR for review. The draft Rectification Plan will set out:

- full details of the event, including a root cause analysis.
- the actual or anticipated effect of the event
- the steps which the contractor proposes to take to rectify the event and to prevent a similar event from recurring.
- a binding timetable for the implementation of such steps.

(b) UNHCR may reject or require modification to the draft Rectification Plan by notice to the contractor if UNHCR reasonably considers that it is inadequate, including for the following reasons:

- the details provided are insufficient and do not permit a proper evaluation.
- proposed timelines take too long to complete.
- proposed actions not remedy the event in a manner which is acceptable to UNHCR.
- proposed actions will not prevent reoccurrence of a similar event.

(c) If UNHCR agrees to a Rectification Plan, the contractor will immediately commence performance and will implement the actions set out in the Rectification Plan, including in accordance with the timetables set out therein.

The above-described procedures are without prejudice to UNHCR's other rights and remedies under the Contract, except that for so long as the contractor is in compliance with its obligations under the Rectification Plan, UNHCR will not be entitled to terminate the Contract or to exercise its step-in rights on the grounds of the Rectification Plan Event identified in the relevant notice giving rise to the Rectification Plan.

9. Early Warning Notice

Without prejudice to contractor's obligations under this Agreement, the Contractor will notify UNHCR in writing immediately on becoming aware that it will not be able to perform, or has not performed, its obligations in accordance with the terms of this Agreement (an "Early Warning Notice"). The Early Warning Notice will provide as much detail as is reasonably available to the Contractor so as to describe the affected elements of its obligations, the reason for the disruption and the steps the contractor will undertake to prevent the disruption and/or mitigate the effects of the disruption. The contractor will provide regular status updates and will, in any event, immediately notify UNHCR in the event of a material change in circumstances. Unless expressly permitted under the Contract or agreed in writing by UNHCR by an express written waiver, an Early Warning Notice shall not excuse the contractor of any responsibilities or release it of any obligations.

10. Relief Events

Except as expressly stated in the Contract, UNHCR will have no obligation to provide any assistance to the contractor in performing its obligations. The contractor will promptly give notice to UNHCR if a failure by UNHCR to comply with its obligations reasonably may have an adverse impact on the provision of services and deliverables under the Contract. If after receipt and acknowledgment of the validity of such notice, UNHCR does not remedy the failure within a reasonable time, then the contractor will be allowed an extension of time with respect to the performance of its obligations identified in such notice. This extension of time will constitute the contractor's sole and exclusive grounds for excuse for failure to meet the

obligations identified in such notice, except with respect to the expressly defined Exceptions relating to Service Levels and force majeure. In no event will UNHCR be liable for breach or any fees, charges, expenses, losses, damages or any other financial liability connected with such a failure, unless expressly agreed to in writing by an authorized UNHCR representative.

11. Intellectual Property

In addition to, and without any limitation of, Article 11 (Copyrights, Patents and Other Proprietary Rights) of the UNHCR General Conditions for the Provision of Services, the following provisions will apply:

The contract will grant or will procure the granting to UNHCR of all intellectual property rights necessary as may be required for the performance of the Contract. Unless otherwise expressly agreed by UNHCR, such licenses shall be perpetual, royalty-free and non-exclusive.

With respect to bespoke software or other deliverables developed or provided by the contractor in performance of the Contract:

(a) UNHCR will own all right, title and interest (including intellectual property rights) in such bespoke software or other deliverables.

(b) the contractor will provide customary representations, warranties and undertakings with respect to such bespoke software or other deliverables.

(c) with respect to bespoke software, provide support and maintenance at no additional cost.

(d) the contractor will keep and maintain all computer code (in object and source code form) and other necessary records with respect to such custom software and other deliverables. Such source code and records will, at all times, be available to and remain the sole property of UNHCR and will be delivered to UNHCR upon request.

12. Partner Entities

UNHCR may, in its sole discretion, authorize the staff, employees, consultants, volunteers or other associated personnel of UNHCR or any partner entity as users of the services to the same extent as UNHCR. UNHCR may recover from such Partner Entity costs and expenses (including administrative fees) related to such use of the services.

13. UNHCR Managed Services Providers

UNHCR has engaged and will have the right to engage one or more third parties as UNHCR managed services providers with resect service and material that may similar to, related to or interconnected with the provision by the contractor of the services under the Contract. At the request of UNHCR, the contractor will enter into a cooperation agreement with UNHCR and any such managed services providers designated UNHCR in order to assure the proper and efficient delivery of service to UNHCR. The contractor will at all times work together in good faith with such managed services providers and perform its obligations under any such cooperation agreement.

14. Contractor's Representations and Warranties

The contractor will provide customary representations and warranties regarding capacity and authority, litigations, consents and authorizations, intellectual property and the accuracy of information. The contractor will also represent and warrant that it has conducted all necessary due diligence regarding the full scope and volume of the work involved in performing the services and that in submitting its bid and entering into the Contract, it has not relied on any representations or other information, except as provided by UNHCR as part of the RFP.

15. Change Control Procedure; Contract Modifications

Any modifications to the provision of the service under the Contract will be subject to the Change Control Procedures set out in the Contract.

Any change that results in an amendment to the Contract or any schedules or annexes thereto shall require a written amendment signed by authorized representatives of the parties.

16. Data Security

The contractor will acknowledge and agree that UNHCR data is subject to the privileges and immunities accorded to the United Nations, including UNHCR and that, as a result, any such UNHCR data is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any party, unless such immunity is expressly waived in writing by UNHCR. The contractor will ensure that UNHCR data is stored exclusively in countries that have recognized the privileges and immunities of the United Nations pursuant to the General Convention.

In the event that any third party requests access to UNHCR data, the request will be immediately transmitted to UNHCR. To the extent the contractor may be required to disclose or provide access to such data and information, the contractor will notify UNHCR of such requirement prior to disclosure, and will undertake diligent efforts to avoid and/or limit disclosure and comply with consultation and other requirements under the Contract.

The contractor will agree to warranties and undertakings regarding, inter alia, its technical and organization measures with respect to information security and with respect to destruction, loss, disclosure or access to data; and (ii) actions in the event of a data breach or a request by a governmental authority for information.

The contractor will promptly notify UNHCR of any actual, threatened or suspected unauthorized access to, disclosure of, use of or acquisition of UNHCR data (a data breach) and immediately, at the contractor's cost and expense, implement all actions necessary to mitigate any deleterious effect of such Data Compromise, correct, remedy or cure such data breach, restore UNHCR's access to the service and prevent similar data breaches from occurring in the future.

For purposes of Article 8.1 of the UNHCR General Conditions, UNHCR data will be deemed to constitute property of UNHCR and, for the avoidance of doubt, the contractor will be liable under such Article 8.1 for all loss, destruction or damages caused by an intentionally malicious act or omission of personnel of the contractor or a subcontractor.

The contractor will adhere to UNHCR's Policy on the Protection of Personal Data of Persons of Concern to UNHCR and, if deemed necessary by UNHCR in applying this Policy, sign a Supplement Agreement with respect to the protection of personal data of persons of concern.

17. Contractor Personnel

The contractor will comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the performance of its obligations in the countries where the Services will be performed, including regulations associated with the payment of the employer's portions of income tax, insurance, social security or other similar payments. The contractor will be responsible for obtaining, at its own cost and expense, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of the contractor's obligations under the Contract, including all entry/exit visas and work permits for its personnel.

All contracts for the contractor's personnel assigned to render the services will provide that UNHCR is not liable to any such personnel under any such contract or for any reason. The contractor will ensure that all of its personnel be assigned to work at UNHCR's sites for substantial periods of time to render the services are (a) medically fit to perform such work or services; and (b) adequately covered by insurance for any service related illness, injury, death or disability.

The contractor will be fully responsible and liable for, and UNHCR will not be liable for (a) any action, omission, negligence or misconduct of the contractor or its personnel; (b) any insurance coverage which may be necessary or desirable for the purpose of this Contract; or (c) any costs, expenses, or claims associated with any illness, injury, death or disability of the contractor's personnel.

The contractor will procure, and be fully liable for, the compliance of any subcontractor and any subcontractor's personnel with the terms and conditions of the Contract.

18. Records; Audits

The contractor will maintain up-to-date records necessary to verify the performance of its obligations in accordance with the Contract, including (a) all documents and records required to be maintained by applicable law, (b) copies of the Contract, any amendment, change or modification hereto, (c) any reports or other documentation that the contractor is required to produce/submit pursuant to the Contract, (d) minutes of all meetings between the Parties and their representatives. The contractor will promptly, upon request from UNHCR, provide to UNHCR or its representative copies of such records.

Article 23 (Audits and Investigations) of the UNHCR General Conditions for the Provision of Services will modified by deleting in the third line thereof the phrase "a period of two (2) years" and inserting in lieu thereof the phrase "a period of three (3) years".

19. Payment terms

Fees under the Contract will be payable within 30 days of receipt by UNHCR of an invoice issued by the contractor.

UNHCR may withhold payment if, in the reasonable opinion of UNHCR, the contractor has not satisfactorily performed its obligations in accordance with the terms of the Contract. UNHCR and the contractor will consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. If UNHCR disputes an invoice, UNHCR will notify the contractor accordingly. Upon resolution of a dispute regarding an invoice, UNHCR will pay the relevant amount (if any) within 30 days from the date of resolution.

UNHCR will have the right, without prior notice to the contractor (any such notice being waived), upon any amount becoming due and payable hereunder to the contractor, to set-off any payment, indebtedness or other claim (including any overpayment made by UNHCR or any claim for loss or damage to UNHCR property) owing by the contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR will promptly notify the contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice will not affect the validity of such set-off.

The contractor will not be entitled to interest on any late payment or on any sums payable under the Contract, nor to any accrued interest on payments withheld by UNHCR that are subject to a dispute.

20. Termination

The following is a summary of the termination rights of the parties under the Contract:

Termination for Cause by UNHCR. UNHCR will have the right to terminate the Contract, in whole or in part, for cause:

(i) if the contractor commits a material breach of the Contract which is not remedied within 30 days.
(ii) if during any twelve-month period, the contractor fails to meet any Critical Performance Indicator for two or more consecutive reporting periods or for an aggregate of four or reporting periods.
(iii) if during any twelve-month period, the contractor fails to meet any Key Performance Indicator for three or more consecutive reporting periods or for an aggregate of five or more reporting periods.
(iv) if the Contractor fails to comply with its obligations under a Rectification Plan.
(v) in accordance with any other provision under the Contract.

Termination for Convenience by UNHCR. UNHCR will have the right to terminate the Contract, in whole only, for convenience upon not less than 90 days' prior written notice. In the event of such termination for convenience in whole of the Contract, UNHCR will pay a termination fee based on a Termination Fee Schedule.

Termination for Cause by the Contractor. The Contractor will have the right to terminate the Contract, in whole only, for cause if UNHCR commits a material breach of the Contract which is not remedied within 60 days. [DIST to consider whether the special 90 day period for failure to pay set out in the Wipro contract should also apply.]

No Termination for Convenience by the Contractor. The Contractor will not have a right to terminate the Contact, whether in whole or in part, for convenience.

21. Exit Assistance

The contractor will provide the services and perform its obligations under the Contract in a manner that will, on the expiration or termination of all or part of the Contract, including with respect to one or more of the services and one or more of the sites, facilitate and permit an orderly exit from the Contract (or the applicable parts thereof with respect to one or more sites or services) and a complete and successful transition and transfer of the provision of the Services from the Contractor to UNHCR and/or any replacement contractor.

In connection with the expiration or earlier termination of all or part of the Contract, the Contractor will provide exist assistance as required under the Contract, including under an exit plan.

During the exit assistance period, the contractor will continue to provide the services UNHCR at the fees set forth in Contract, which obligation will not cease until the completion of a transfer of the services to UNHCR and/or a replacement contractor, and will ensure that the Service Level Requirements are met.

In addition, during the exit assistance period, the contractor will:

(a) take all commercially reasonable steps to minimize negative business and/or financial impact on UNHCR arising from the exit
(b) fully cooperate with UNHCR and any replacement contractor in planning and implementing the transition
(c) provide UNHCR and any replacement contractor all information, knowledge and skills needed for an orderly end and transfer of the service
(d) provide technical specifications of the environment that support the then current services, as well as documentation used to provide the services, including up-to-date operating procedures, backup and technical documentation.
(e) transfer to UNHCR and/or a replacement contractor all UNHCR data, material and any other assets or information provided by UNHCR or otherwise necessary for the performance of the services.
(f) provide reasonable assistance and support in connection with the transition to UNHCR and/or a replacement contractor for a period of 30 days following handover.
(g) use all commercially reasonable efforts to procure, at no charge to UNHCR, all third-party authorizations necessary to grant UNHCR and/or a replacement contactor the use and benefit of any third-party contracts for purposes of providing the services.
(h) grant UNHCR and/or a replacement contractor reasonable access to and use of equipment, software, personnel, third parties and other resources used by the contractor to provide the services.

Promptly after the effective date of the Contract, the contractor will submit a draft exit plan to UNHCR for review and approval. The exit will include, inter alia:

(a) a methodology for achieving an efficient and orderly transition of services to UNHCR or a replacement contractor

(b) a schedule of transition of the services from the contractor to UNHCR or another contract;

(c) a description of the contractor's management structure, key personnel and listing of roles and responsibilities for the exit; and

The contractor will make appropriate changes to the exit plan upon request from UNHCR. After the exit plan has been finalized, the contractor will update it on a regular basis.

If and to the extent that UNHCR does not requirement certain services or material to be provided as exist assistance, the contractor shall cease to provide the specified services or material upon reasonable notice from UNHCR.

22. Settlement of Disputes

Article 19 (Settlement of Disputes) of the UNHCR General Conditions will apply to any dispute, controversy or claim under the Contract and/or under any other agreements relating thereto. The arbitration proceedings will take place in Geneva. The language of the arbitration will be English.

23. Privileges and Immunities

Nothing in or relating to the Contract and/or any other agreements relating thereto will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).